

Special Use Permit

Date Permit: Reviewed 2009 Oct. 1
Reviewed 20__ ____
Reviewed 20__ ____
Expires 2014 Sept. 30

Additional Authorizing Official (If Required)	Signature (Title)
	Date

UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
GETTYSBURG NATIONAL MILITARY PARK
SPECIAL USE PERMIT CONTINUATION SHEET

Page No. 2

Conditions of this Permit

1. The Permittee shall exercise this privilege subject to the supervision of the Superintendent, and shall comply with all applicable laws and regulations of the area.
2. Damages – The Permittee shall pay the United States for any damage resulting from this use which would not reasonably be inherent in the use which the permittee is authorized to make of the land described in this permit.
3. Benefit – Neither Members of, nor Delegates to Congress, or Resident Commissioners shall be admitted to any share or part of this permit or derive, either directly or indirectly, any pecuniary benefit to arise therefrom: Provided, however, that nothing herein contained shall be construed to extend to any incorporated company, if the permit be for the benefit of such corporation.
4. Assignment – This permit may not be transferred or assigned without the consent of the Superintendent, in writing.
5. Revocation – This permit may be terminated upon breach of any of the conditions herein or at the discretion of the Superintendent.
6. The permittee is prohibited from giving false information, to do so will be considered a breach of conditions and be grounds for revocation: [Re: 36 CFR 2.32(4)].
7. The Permittee will comply with applicable public health and sanitation standards and codes.
8. The following provisions constitute Condition 4 in accordance with Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967.

NONDISCRIMINATION: If use of the resource covered by their permit will involve the employment by the permittee of a person or persons, the permittee agrees as follows:

- a) The Permittee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The permittee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Permittee agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided by the Superintendent setting forth the provisions of this nondiscrimination clause.
- b) The Permittee will, in all solicitations or advertisements for employees placed by or on behalf of the Permittee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c) The Permittee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Superintendent, advising the labor union or workers' representative of the Permittee's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d) The Permittee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e) The Permittee will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Superintendent and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f) In the event of the Permittee's noncompliance with the nondiscrimination clauses of this permit or with any of such rules, regulations, or orders, this permit may be canceled, terminated or suspended in whole or in part and the Permittee may be declared ineligible for further Government contracts or permits in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g) The permittee will include the provision of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontract or purchase order as the Superintendent may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event the Permittee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Superintendent, the Permittee may request the United States to enter into such litigation to protect the interests of the United States.

UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
GETTYSBURG NATIONAL MILITARY PARK
SPECIAL USE PERMIT CONTINUATION SHEET

Page No. 3

Append Special Park Conditions

9. **Definition** – The term “Director, National Park Service” as used herein shall include the appropriate Regional Director or Superintendent as the representative of the Director.
10. **Rights of the Director** – Use by the permittee of the land covered hereby is subject to the right of the Director, National Park Service, to establish trails, roads, and other improvements and betterments over, upon, or through said premises, and further to the use by travelers and others of such roads and trails as well as those already existing. If it is necessary to exercise such right, every effort will be made by the National Park Service to refrain from unduly interfering or preventing use of the land by the Permittee for the purpose intended under this permit.
11. **Absence of Government Liability** – This agreement is made upon the express condition that the United States, its agents and employees shall be free from all liabilities and claims for damages and /or suits for or by reason of any injury, injuries, or death to any person or persons or property of any kind whatsoever, whether to the person or property of the (Permittee/Grantee), its agents or employees, or third parties, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this agreement or occasioned by any occupancy or use of said premises or any activity carried on by the (Permittee/Grantee) in connection herewith, and the (Permittee/Grantee) hereby covenants and agrees to indemnify, defend, save and hold harmless the United States, its agents, and employees from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses however occurring or damages growing out of the same.
12. **Acceptance as Is** – The Permittee agrees to accept the terms of this agreement without any representation or warranty by the National Park Service whatsoever and without obligation on the part of the National Park Service to make any alterations to the property described thereto.
13. **Set Aside Programs** – No lands covered under this Special Use Permit shall be placed in any state, federal or local government programs such as Payment in Kind (PIK), soil bank or other “set aside” programs without prior written approval of Superintendent.
14. **Taxes and Utilities** – The Permittee agrees to pay all taxes and assessment that may for any and all purposes be payable, assessed, or imposed on said rights so reserved by the United States, or the State of Pennsylvania, and any political and municipal subdivision thereof. The Permittee will also be responsible for the payment of all services furnished by utilities.
15. **Protection of Cultural Resources** – The Superintendent shall be notified immediately of any archeological, paleontological, or historical finding during farming, construction, or maintenance operations and suspend operation pending investigation and further instructions of the Superintendent. All artifacts found on U. S. Government property shall be left in place and the office of Superintendent will be notified immediately. Permittee will refrain from damaging stone walls, ruins, and other historic features.
16. **Tree Disturbance** – No timber may be cut or destroyed without first obtaining the approval of the Superintendent. No plowing, soil disturbance, or pesticide application may take place within drip lines of trees, so as not to damage root systems or tree health.
17. **Fire Prevention and Suppression** – The Permittee and his employees shall take all reasonable precautions to prevent forest, brush, grass, and structural fires.
18. **Limits on Surface Disturbance** – There shall be no disturbances of the surface of the land, except as reserved for agricultural purposes, including but not limited to filling, excavating, removing stumps, topsoil, sand, gravel, rocks or minerals, building roads or changing the topography of the land in any manner, except with the prior authorization of the Superintendent.
19. **Soil Conservation Practices** – The Permittee agrees to farm this land according to the Soil and Water Conservation Plan issued by the USDA Natural Resources Conservation Service (NRCS) for the farm. The Permittee shall take adequate measures, as directed and approved by the Superintendent, to restrict and prevent soil erosion on the lands covered hereby and shall so utilize such lands as not to contribute to erosion on adjoining lands. On cropland permits, this includes the practice of contour strip farming and crop rotations. The Permittee is responsible for maintaining all conservation devices installed on their permit lands. This includes mowing (not cropping) waterways and diversions, and the cleaning of tile drains outlets.
20. **Soil Testing** – All lands under this permit will be tested every five (5) years by the Government to assess soil fertility and determine the need for fertilizer and lime. Unless otherwise stipulated in an agreement in writing between the Permittee and the

UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
GETTYSBURG NATIONAL MILITARY PARK
SPECIAL USE PERMIT CONTINUATION SHEET

Page No. 4

Superintendent, the Permittee shall purchase and apply such fertilizer and lime as recommended and specified. Permittee will contact park office prior to fertilizing and/or liming. Interim testing by the permittee is recommended. Proof of purchase and application will be submitted within two (2) weeks from date of application, on the dual-purpose pesticide/fertility/lime use form.

21. Number and Age of Stock – When grazing is permitted, the maximum number of stock that may be grazed and the grazing period is defined on pages 1 and 7 of this agreement. The Superintendent may at any time increase or decrease the number of stock depending upon weather and/or range conditions. All livestock are considered as mature animal at eight (8) months of age and are so counted in determining the number of stock that may be grazed.
22. Fencing – Whenever practical, all fencing will be established along historic lines and all non-historic fencing removed when possible. The park will provide labor and materials when relocating or rehabilitating historic fences for the park's benefit. Once a historic fence has been constructed, the park will provide materials and the Permittee labor for maintaining the fence. The Permittee will provide materials and labor for the maintenance of existing wire fence and corrals. No fences will be removed or altered without the approval of the Superintendent.
23. Control of Weed and Shrub Growth – Pastures, fields, fence rows, swales, and cropfields shall be mowed, cut, plowed, or tilled by the Permittee at least once each year so as to keep the farmlands free of all weed, tree, and shrub growth. Mowing should take place between July 15 and August 30 of each year unless prior approval has been obtained from the Superintendent.
24. Pesticide Use – The Permittee will obtain approval from the Superintendent before applying pesticides on any park lands. Only approved products may be applied on National Park Service lands. Any Permittee applying pesticides on Park Service lands will be required to hold a current Pennsylvania Pesticide Applicator's License. All fields must be marked according to label directions and notice must be given to the Park's Resource Management staff prior to pesticide application. Accurate records will be kept of all pesticides applied. The Park will provide a form for this purpose and the completed form must be returned to the Park's Natural Resource Office within two (2) weeks from the date of application.
25. Use of Park Structures – The Permittee is responsible for any damage to buildings or other structures as a direct result of the agricultural operation, and/or the direct result of damage by them or their employees. Violations of this provision will be subject to penalties as prescribed by law and/or revocation of this permit. Structures leased through Special Use Agricultural Permitting will be used only for agricultural purposes. Additionally, no motorized equipment, fuel, gasoline, oil, or highly inflammable material will be stored in barns or other historic structures without prior authorization by the Superintendent. Any electrical appliances in buildings must be operated so as not to overload any circuit and no additional utilities shall be installed without approval. No change in fuse load will be made.
26. Load Limits In Structures – In order to provide a safety factor for the historic barns and other historic structures, the Permittee agrees to comply with the floor and load limits established by the National Park Service for these structures. No long-term hay storage (> 10 days) may occur in the main barn area. Hay may only be stored on the ground floor and is restricted to baled hay, with stacks being no taller than four (4) feet in height. Additionally, no hay shall be stacked within four (4) feet of the outside walls of the barn or structure.
27. Cleaning of Structures – The Permittee agrees to clean barns annually of all spoiled or loose corn, grain, hay, straw, cornstalks, or other fodder and debris. Barns, loafing sheds, holding pens, and corrals shall be cleaned no less than semi-annually (spring and fall) of all manure.
28. Locking of Gates – No building or gate will be locked or in any way barred from entry without prior approval of Superintendent.
29. Disposal of Refuse – The Permittee shall dispose of brush and other refuse as required by the Superintendent. The dumping of trash or other unsightly materials on the land or the keeping thereon of junked or wrecked vehicles, junked farm equipment, or similar items is prohibited.
30. Discharge of Effluents – The Permittee shall not discharge waste or effluent from the permitted property in such a manner that such discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.
31. Placement of Placards – No sign, billboard, or advertisement shall be displayed or placed upon the land, except with the permission of the Superintendent.

UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
GETTYSBURG NATIONAL MILITARY PARK
SPECIAL USE PERMIT CONTINUATION SHEET

Page No. 5

32. Storing of Farm Equipment – No farm equipment is to be stored or left standing in public view, from any public road, for more than twelve (12) hours or overnight. When farm equipment cannot be transported off the park, it is to be parked in a location where topography, structures, trees, or other objects block the equipment from easy view of the public. In no case shall any farm equipment be stored in open view for more than seven (7) days at a time and such storage must be associated with current farm operations on park land. Farm equipment should not be parked under historic trees, nor should heavy vehicles be routinely driven over root systems (under drip lines) of such trees.
33. Storage of Hay Bales – The maximum amount of time that hay bales may be left on any portion of a park field, which is visible from any public road, is fourteen (14) days, unless prior authorization by the Superintendent has been received to leave them longer. Hay bales may be temporarily stacked and stored in a location where topography, structures, trees, or other objects block the bales from easy view of the public. In no case shall any bales be left or stored in open view for more for than sixty (60) days.
34. Construction or Placement of Structures – There shall be no buildings or other structures of any kind temporarily or permanently constructed, reconstructed, erected, or moved on to the property, including but not limited to calf feeders, corrals, and fences, under this permit except upon prior approval of plans and specifications by the Superintendent, and the premises and all appurtenances thereto shall be kept in a safe, sanitary, and sightly condition. If existing buildings are destroyed or damaged by fire, storm, casualty, or otherwise, they may be replaced, rebuilt, or substituted with other structures after approval of plans by the Superintendent, who will take into account the historic character of the area.
35. Removal of Structures and Improvements – Upon the expiration of this permit by limitations of time or its termination for any reason prior to its expiration date, the Permittee, if all charges due the Government hereunder have been paid, shall remove within such reasonable period as is determined by the Superintendent, but not to exceed 30 days unless otherwise stipulated in the permit, all structures and improvements placed on the premises by him, and shall restore the site to its former condition under the direction of the Superintendent. If the Permittee fails to remove all such structures and improvements within the aforesaid period, they shall become the property of the United States, but that will not relieve the Permittee of liability for the cost of their removal and the restoration of the site.
36. Government Use of Permittee Services and Property – With the permission of the Permittee and under such terms as are negotiated, the National Park Service periodically may use the Permittee's service, equipment, or stock to carry out its management or administrative purposes and expenses associated with such use may be deducted from the established rental fee.
37. Permit Adjustments – The right is reserved by the Government to adjust the acreage, fees, and /or conditions, as specified in this permit annually, except when discovery of archeological resource necessitates immediate protection. In such cases, alternative uses will be discussed with the Permittee.
38. Annual Renewal of Permit – This permit is renewable annually until its expiration date, provided that all conditions are met.
39. Revocation of the Permit – Upon breach of any provisions of this permit or failure upon Permittee's part to conform to the laws of the United States, whether now in force or hereafter enacted or provided, the National Park Service may revoke this permit.
40. Termination of the Permit – This permit may be terminated by the Permittee at any time by giving to the Secretary of the Interior, through the Superintendent, at least sixty (60) days notice in writing provided that, in the case of such termination, no refund by the United States of any rental theretofore paid shall be made.
41. Bankruptcy Termination – All rights of the Permittee hereunder shall terminate upon the filing of: (1) a petition in bankruptcy by or against the Permittee; (2) a petition seeking a reorganization, composition, liquidation, dissolution or other relief of the same or different kind under any provision of the Bankruptcy Act; (3) an assignment for benefit of creditors; (4) a petition or other proceeding against the Permittee for the appointment of a trustee, receiver, or liquidation; (5) the taking by any person of the interest of the Permittee, if any, created hereby or any part thereof upon execution attachment or other process of law or equity.
42. Supremacy of Regulations – Nothing in these conditions shall be construed as to prevent the enforcement of the provision of the General Rules and Regulation and the Special Rules and Regulations of the National Park Service or any other Rules or Regulations applicable to the federal lands.

UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
GETTYSBURG NATIONAL MILITARY PARK
SPECIAL USE PERMIT CONTINUATION SHEET

Page No. 6

Permit No. NEFA-GETT-1000-602

43. Fees – Below is a breakdown of the required fees associated with this permit.

Cropland	<u>34</u> acres @\$25.00 per acre	\$ <u>850.00</u>
	Annual Total	\$ 850.00